

## **SECURITY STANDARDS, INSTRUCTIONS and FORMS**

### **1.1 SECURITY, CONFIDENTIALITY AND PRIVACY REQUIREMENTS - GENERAL**

The following procedures and rules shall be followed by Contractors in compliance with the Privacy Act of 1974 (5 U.S.C. 552a) and the Justice Department's security and confidentiality procedures applicable to this contract.

(a) Contractor employees (and any Subcontractor employees, hereinafter referred to as "Contractor personnel") engaged in this project will neither require nor be given access to national security information. However, because Contractor personnel will be given access to Justice Department documents and facilities, background checks will be required. The Contractors will be required to furnish the COTR with the following forms on each employee who will work on the project:

- (1) Standard Form 85P - "Questionnaire for Public Trust Positions" (original plus copy with original signatures on each).
- (2) Form FD258 - Applicant Fingerprint Card (in duplicate).
- (3) "Confidentiality Agreement for Contractor and Subcontractor Employee" (original only); see Part H below.
- (4) Form OPM-329.A - "Authority for Release of Information."
- (5) OBD-220 - Contractor Employee Security Information Form.
- (6) INS I-9 - Employment Eligibility Verification.

It is very important that these forms be filled in completely, be typed and contain original signatures on all copies. Adherence to this will greatly reduce the amount of time required to complete the clearance process.

Blank forms will be available from the COTR at the start of contract negotiations. The completed forms must be submitted to the COTR prior to each employee's assignment to this contract. Failure to satisfy this requirement will automatically subject the Contractor or Subcontractor employee to dismissal from the contract, as set forth in Part C below.

(b) The Contractor must also perform a credit check for each individual to be assigned to the contract, to verify that the individual has no bad debts. The Contractor shall provide a copy of this credit check to the COTR prior to the individual's beginning work on the contract.

(c) The Government reserves the right and prerogative to refuse, or require the Contractor to terminate, the services and access of any Contractor or Subcontractor employee who is or may be an offender, or whose personal habits, criminal history or inclinations are in conflict with Department of Justice employee guidelines or who otherwise may be a security risk. Suitability standards

regarding Contractor personnel may be established or modified at any time, and without notice, by the Government.

(d) All information and reports generated as a result of this project are, and will remain, the property of the Department of Justice (DOJ). No government document or information, oral or written, either in final or draft form will be provided to non-DOJ sources by any Contractor personnel without the written approval of the Contracting Officer during the period of this contract, or at any time thereafter.

The Contractor will assure that all document copies which need to be disposed of are done in a way that does not make that documentation available, even accidentally, to non-contractor personnel. Separate waste receptacles shall be maintained for such documentation.

(e) The Contractor must insure that all DOJ documents processed under this contract, and the information contained therein, are protected from unauthorized use and mishandling by assigned personnel. Contractor personnel must be aware at all times of the controlled nature of the documents being processed; and, when not under their direct control or possession, such documents must be stored in a Government-approved storage container in a secure area. Only contractor personnel shall have access to such a secure area. If non-contract personnel, e.g., clearing crews, require access, they must be accompanied at all times by contractor personnel for the entire time that they are within the secure area.

(f) There shall be no dissemination or publication, except within and between Contractor personnel of information developed under this contract or contained in the reports to be furnished pursuant to this contract, without the prior written approval of the Contracting Officer. In addition, the Contractor will not issue, or permit to be issued, during the period covered by this contract or any time thereafter, publicity in any form regarding the work hereunder or the Contractor's participation herein, unless such publicity first be approved in writing by the Contracting Officer. Further, the Contractor will not reveal, during the performance of this contract or thereafter, any of the operating methods or systems, contents of files, names of persons, firms, or places mentioned under the contract which the Contractor may acquire, unless approved in writing by the Contracting Officer.

(g) The Contractor agrees that each Contractor and Subcontractor employee, prior to and as a pre-condition for employment relating to the subject matter of this contract, will be required to execute a confidentiality agreement with the Contractor, stating in part that the employee will:

- (1) Not reveal, divulge, or publicize any matters dealt with under this contract.
- (2) Not disseminate any oral or written information obtained as a result of the execution of this contract or performance of work thereunder.
- (3) Not remove any document from the place of performance, except as approved in advance by the COTR.
- (4) Abide by the rules and regulations outlined in Part 45, Title 28, Code of Federal Regulations.

The Contractor then will provide the COTR with the original copy of this form signed by each employee prior to the employee's start date on the contract.

(h) During the life of this contract, the rights of ingress to and egress from the Department of Justice facility for the Contractor's representatives shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Department of Justice facility.

(i) Under the provisions of the Privacy Act of 1974, 5 U.S.C. 552a(m), which is applicable to this contract, Government Contractors and Contractor personnel are subject to the criminal penalties of 5 U.S.C. 552a(i). The Contractor agrees that upon termination of the contract, whether with or without cause, he has no property or possessory right to any of the correspondence, files or materials, of whatever kind and description, or any copies or duplicates of such, whether developed/prepared by him or furnished to him by the technical office in connection with the performance of this contract; and that, upon demand, he or she will surrender immediately to the Contractor Officer such items matters materials, and copies. For any violation of this provision, a restraining order or an injunction may be issued against the Contractor, in addition to any other right or penalty by law which the Government may have.

(j) The above terms and conditions of this contract clause concerning "Security, Confidentiality, and Privacy Requirements" are subject to formal modification or amendment by the Government in those instances in which the courts (e.g., grand jury investigations), statutory requirements (e.g., civil investigative demands), or specific circumstances dictate such changes.

## **2.1 SECURITY CLEARANCE FORMS - GENERAL**

(a) Any offer of employment on a DOJ contract is contingent upon the completion and review by the Contractor's personnel officer of the Standard Form 85P (SF-85P) (Questionnaire for Public Trust Positions), OBD-220 (Contractor Security Information Form), I-9 (Employment Eligibility Verification) and eventual receipt of a clearance from DOJ. The Contractor is responsible for screening applications for employment and must review all answers on the SF-85P. Specific written statements and are required for affirmative answers on the SF-85P to questions 12 (Have you been fired, quit, etc.), 20 (Police record), 21 (Involvement with alcohol and dangerous drugs) and for affirmative answers on the SF-85P-S to question 5 (Medical record).

(b) Forms for DOJ Contractor security clearance requests shall be completed as follows:

### **Standard Form SF-85P**

Read all instructions for completing the SF-85P. An original and one copy are required with an original signature required on both forms. Hand-written forms are acceptable if legible. Only the following portions of the SF-85P are required:

Page 1                      Items 1 through 8 (Item 8a - if **not** a U.S. citizen, provide statement of intent to become citizen)

Page 2	Item 9 (past 5 years only)
Page 3	Item 11 (past 5 years only; should also include periods of education and/or unemployment)
Pages 4-5	Items 12 through 15
Page 6	Items 16 through 19
Page 7	All items; if answer is "yes" to any of these questions, you <b>must</b> provide a statement explaining details of each incident.

Original signature and date must be 6 weeks old or less.

Form OBD-220

An original and one copy is required with an original signature and date not more than 6 weeks old.

Form I-9

Only the top portion of this form is to be completed by employee. An original and one copy is required with an original signature and date not more than 6 weeks old.

### **3.1 STANDARDS**

(a) The Contractor's personnel officer must determine whether the conduct of the person being considered for assignment on the DOJ contract indicates a potential for behavior which would interfere with, prevent or otherwise impact adversely on: (1) the position to be filled by applicant; (2) the performance of the duties and responsibilities of others on the contract or in the Government; or (3) the ability of the employing agency to effectively carry out its mandated responsibilities. If the Contractor's personnel officer determines that employing an applicant will not promote the efficiency of the DOJ contract, the applicant must be disqualified from assignment on the contract.

(b) Generally, the following conduct factors, as disclosed on a SF-85P, in a written statement or personnel interview, or established during a reference check, will preclude the Contractor from using such employee on this contract. Contractors should not refer such individuals to the Department for work under this contract.

- (1) Recent felony conviction.
- (2) Pending indictments or criminal charges.
- (3) Infamous or disgraceful conduct (e.g., bizarre behavior indicating depravity).
- (4) Recent history of drug abuse.
- (5) Current continuing alcohol abuse.

- (6) Intentional false statement, deception, fraud in appointment (e.g., altering the condition of discharge on military discharge documents, altering college transcripts, falsely completing the SF-85P).
- (7) Default on a guaranteed student loan (default with no attempt to repay).
- (8) Non-U.S. citizenship (non-legal residents, recent legal residents (i.e., resided in the U.S. less than four years), non-U.S. citizens maintaining citizenship in "Soviet block" and/or "hostile" countries).
- (9) Reasonable doubt of loyalty to the United States (membership in organizations advocating violence or overthrow of the U.S. Government).

(c) The following discretionary factors may be acceptable based on a consideration of the nature and seriousness of the offense, timeliness, frequency and potential basis for rehabilitation. The decision must be made on a case-by-case basis, and is subject to DOJ review:

- (1) Less severe forms of misconduct (e.g., leave abuse, disorderly conduct, etc. that is not recent or recurring).
- (2) Recovering alcoholic (individual must show a clear and sustained break in the pattern and evidence that the abuse will not occur again--such as medical care or active participation in a rehabilitation program).
- (3) Rehabilitated drug user (same as recovering alcoholic).
- (4) Default on a guaranteed student loan or other credit problems (individual must be taking steps to repay the defaulted loan and/or to repay all just debts over \$300).
- (5) Delinquency or misconduct in prior employment (The act of conduct that led to the dismissal should be considered, rather than the mere fact of dismissal. Is the individual reliable and trustworthy? Dismissal for cause from previous Federal Government employment is normally disqualifying.)
- (6) Non-U.S. citizenship (Individual is a legal U.S. resident and has lived in the United States at least four years (long enough for a background investigation to yield adequate information). Non-U.S. citizens who maintain citizenship in "Soviet block" countries and/or "hostile" countries may be disqualified even though they have resided in this country for four or more years.

(d) Given the above guidelines for determining suitability, the Contractor's personnel officer should be able to determine, without DOJ involvement, which applicants are unsuitable for assignment to this contract. However, additional questions and requests for information may result from review of the security packages by DOJ personnel.

#### **4.1 ON-GOING SECURITY SCREENING RESPONSIBILITIES**

In the event the Department or the contractor has reasonable cause to believe that an employee under the contract falls under any of the nine mandatory disqualification factors listed above, the employee must be removed from DOJ contract work. In addition, all contractor employees assigned to this contract are expected to conduct their work in a professional and responsible manner.

**FORMS**





**U.S. DEPARTMENT OF JUSTICE**  
**CONFIDENTIALITY AGREEMENT**  
**FOR CONTRACTOR AND SUBCONTRACTOR EMPLOYEE**

I. I, \_\_\_\_\_, do solemnly swear (or affirm) that I understand the high standards of trustworthiness and integrity required of me with regard to materials and information which may come to my attention in connection with Government contract while I am an employee of \_\_\_\_\_.

II. Except as necessary in the performance of my duties under this contract, I will not:

- A. Reveal, divulge, or publicize any matters dealt with under this contract.
- B. Disseminate any oral or written information obtained as a result of execution of this contract or performance of work hereunder.
- C. Remove any document from the place of contract performance, except as approved in advance by the Contracting Officer's Technical Representative.

In addition, I have read and will abide by the provisions of the Security Requirements clause of the above referenced contract.

I further swear (or affirm) that I understand the provisions of Section II, A, B, and C, above, are fully applicable during my employment with \_\_\_\_\_ on this contract, and continue to apply during the entire lifetime of the ADCM project, including the time after my employment on the contract is terminated.

III. As a Contractor or Subcontractor employee on this contract, I understand that the Government may remove any computer access privileges for unauthorized, negligent, or willful actions. These may include, but are not limited to:

- Exploration of the system;
- Unauthorized disclosure of system passwords;
- Introduction of malicious software;
- Unauthorized modification or disclosure of the system or data; and
- Failure to logoff.

IV. As a Contractor or Subcontractor employee on this contract, I understand that all materials provided by the Government, including any copies, notes, or working papers derived or produced therefrom, are the property of the Government. If required to do so by the Contracting Officer or COTR, I will promptly surrender such materials and derived copies, notes, or working papers that are in my custody or control. I understand that my failure to surrender such materials promptly, or my conversion of such materials to a use not called for by the contract (e.g., delivery of a document, or a copy thereof, or notes containing information

taken from the document, to someone not working on this contract), may be a violation of 18 U.S.C. 641 (theft of government property) and may subject me to fines (up to \$10,000) and imprisonment (up to 10 years).

- IV. In accordance with contract provisions, the government may formally modify or change this Agreement in those instances in which the courts (e.g., grand jury investigations), statutory requirements (e.g., civil or criminal investigative demands), or specific circumstances dictate such a modification or change.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE